

# DBHDS

## Department of Behavioral Health and Developmental Services

<b>ISSUE DATE:</b> October 8, 2014	<b>REQUEST FOR PROPOSAL #:</b> 720-04418-15C
<b>ISSUING AGENCY and ADDRESS:</b> Department of Behavioral Health and Developmental Services; P.O Box 1797 Richmond, VA 23218-1797	<b>PLACE OF PERFORMANCE:</b> Northern Virginia
<b>TITLE:</b> Integrated Housing <u>and</u> Integrated Day Support Services	<b>PERIOD OF PERFORMANCE:</b>
<b>PRE-PROPOSAL CONFERENCE DATE &amp; TIME:</b> 1220 Bank Street, Richmond VA 23218, 2 <sup>nd</sup> Floor October 23, 2014 @ 2:00 PM Local Time	<b>CONTRACTING OFFICER/CONTACT:</b> Chris Foca, <a href="mailto:chris.foca@dbhds.virginia.gov">chris.foca@dbhds.virginia.gov</a> or 804-371-2433
<b>PROPOSAL DUE DATE &amp; TIME:</b> November 17, 2014 @ 2:00 PM Local Time	

IF PROPOSALS ARE MAILED, SEND TO **P.O Box 1797 Richmond, VA 23218-1797**;

IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: **Jefferson Building, 8<sup>th</sup> Floor, Office of Administrative Services, 1220 Bank Street, Richmond, VA 23218**

**\*Please note Due Date/Time Above – Late Proposal WILL NOT be accepted under any circumstances\***

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

**NAME AND ADDRESS OF FIRM:**

Telephone: \_\_\_\_\_

FAX No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Virginia Offeror License No: \_\_\_\_\_

eVA Vendor ID or DUNS No: \_\_\_\_\_

BY: \_\_\_\_\_

Name & Title: \_\_\_\_\_

(Please Print)

Date: \_\_\_\_\_

**BUSINESS SIZE AND CLASSIFICATION (Check all that apply)**

☐ Small Business ☐ Woman-Owned Business – Small ☐ Minority-Owned Business – Small

☐ Large Business ☐ Woman-Owned Business – Large ☐ Minority-Owned Business – Large

☐ Offeror is Certified by Dep. of Minority Business Enterprise (DMBE); Certification # \_\_\_\_\_

☐ Offeror is an eVA Registered Vendor; Vendor # \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**FORM 1 –Solicitation Questions**  
(Offerors to reproduce as needed.)

**Questions will be accepted through October 28, 2014 – 5:00 PM Local Prevailing Time**

TO: Procurement Operations, Office of Administrative Services  
Virginia Dept. of Behavioral Health and Developmental Services  
Richmond, Virginia 23218

**Email To: [chris.foca@dbhds.virginia.gov](mailto:chris.foca@dbhds.virginia.gov)**

Please record your question(s) regarding the above referenced solicitation:

Your Company:

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Your Name:

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Your Voice Phone:

Fax Phone:

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RFP720-04418-15C  
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## **1. PREFACE**

This Request for Proposal (RFP) is issued in accordance with the General Terms and Conditions, any Special Terms and Conditions and by the laws of the Commonwealth of Virginia. No payments shall be made to the Offeror for the development and submission of a proposal in response to this RFP. The Department of Behavioral Health and Development Services (DBHDS or Department) reserves the right to cancel this solicitation in whole or in part and without explanation at the sole discretion of the Department.

## **2. PURPOSE**

The Department seeks to contract with an organization(s), company(ies), partnership(s) (e.g., family and provider team) for the creation of an Integrated Independent Housing and Integrated Day Activities solution for individuals with an Intellectual/Developmental Disability (hereinafter referred to as a “Developmental Disability”) transitioning from the Northern Virginia Training Center (NVTC) (hereinafter referred to as the “Target Population”). Please see Appendix A for definitions for both Integrated Independent Housing and Integrated Day Activities.

DBHDS, in an effort to increase housing options in the community and as an option of last resort, may consider proposals that indirectly allow an individual(s) to transition from NVTC to a congregate setting, if this is their choice, and if the vacancy occurred because an individual with Developmental Disability transitions from a congregate setting to integrated independent housing via this initiative.

It is anticipated that these one-time funds offered by DBHDS will provide Offerors with increased financial capacity to meet necessary project development costs. DBHDS’ funds are not intended to support the full cost of a total project, but shall generally be “gap” financing and will likely be structured as a forgivable loan that covers the difference between the available funding resources and the total cost of the project.

## **3. INTRODUCTION AND BACKGROUND**

The Commonwealth of Virginia, working through the 2012 U.S. Department of Justice Settlement Agreement (see Appendix D for more information on the Settlement Agreement) supports efforts to make available integrated independent housing and integrated day activities to individuals with a Developmental Disability. A cornerstone principle is the de-coupling of housing and services, such that service provision and housing decisions are separate and distinct. The individual’s choice about where they live is a separate decision from where they may obtain services. This will result in more individuals with ID and their families having more choices of where to live and increased accessibility to affordable opportunities to live independently. In addition to providing individuals with choices in terms of their housing situation, individuals should also have the ability to choose the type and frequency in which they participate in activities. This shall include day activities that are:

- meaningful;
- nonpaid and community based;
- involving persons not paid to be in the individual’s life; and
- are accomplished during normal periods for the activity.

While there are a number of individuals with a Developmental Disability who live in group homes, with their families or in their own homes, this RFP focuses primarily on individuals who will transition from the Northern Virginia Training Center (NVTC).

Individuals with a Developmental Disability can live fuller, more independent lives in integrated community settings. The term “integrated independent living” reflects the right to participate in society and share in the opportunities available to all citizens. Affordable housing and community-based support services are keys to independence for thousands of Virginians with developmental disabilities.

#### Core Values

The core values for integrated independent housing and integrated day activities developed or provided to the Target Population, which must be reflected in the Offeror’s proposal, are as follows:

- *Integrated Independent Housing*
  - *Affordable*- The housing units will be available to persons who have very low incomes (i.e., below 30% of Area Median Income<sup>1</sup>). Project based and housing choice vouchers and other rental subsidies will be utilized as they are available. Tenants will pay a portion of their rent and sign their own leases.
  - *Accessible*- The concepts of Universal Design and visit ability must be applied in the design of housing units to allow for accommodations for persons with mobility issues or other disabilities, including mental, physical and sensory.
  - *Attractive*- This housing model will be designed aesthetically, and be fully integrated into the local community profile like other housing. The individual units shall be planned to accommodate the privacy and comfort of the individual resident, with additional modifications as requested by any resident with special needs related to his or her disability.
  - *Available*- Offerors will define the population to be housed as people who have a Developmental Disability that are transitioning from NVTC or on a case by case basis be individuals who are transitioning from another setting which allows a resident of NVTC to transition into the community. Housing developments may or may not be located in Northern Virginia; however they must be close to public transportation and other community resources.
- *Integrated Day Activities*
  - *Directed by the person*: through the person centered planning process, the individual chooses to use supports to their abilities and skills necessary to access typical activities and functions of community life such as those chosen by the general population.
  - *Variety of opportunities*: Integrated day activities should provide a wide variety of opportunities to facilitate and build relationships and natural supports in the community. These activities are the based on the needs and strengths of the individual as indicated in their person-centered service plan.

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<sup>1</sup> **Area Median Income**- Each year, the federal government calculates the median income for communities across the country to use as guidelines for federal housing programs. Area median incomes (AMI) are therefore set according to family size and vary region by region.

- *Naturally occurring* These activities are conducted at naturally occurring times and in a variety of natural settings in which the person actively interacts with non-disabled individuals (other than those paid to support the person).
- *Promotes* individual growth toward increased independence.

#### **4. STATEMENT OF NEED**

Within six (6) months of award, the Offeror must be able to provide and have readily available an integrated housing and integrated day support solution to serve persons transitioning from the Northern Virginia Training Center.

DBHDS expects the Offeror, either independently or through teaming agreements with additional entities, to have the capacity to exercise independent judgment and to perform those actions necessary to deliver its proposed solution. While the Offeror will be working under the general direction of the DBHDS, it should be understood that DBHDS will rely on the personnel, experience and expertise of the Offeror to ensure all necessary components of the housing and services initiative are completed.

The Scope and statement of need includes but is not limited to the following:

##### **1. Integrated Independent Housing**

- a. Offerors shall create integrated independent housing for individuals who currently reside at NVTC.
- b. The housing must be dedicated to providing housing for the Target Population for a minimum of 5 years regardless of the award amount.
- c. For awards in excess of \$15,000, the housing shall be required to serve the Target Population for at least 10 years.
- d. Within the first 24 months of an award under this RFP, only individuals leaving NVTC or individuals whose occupancy in the housing allows someone to leave NVTC may be allowed to reside in a housing supported via this initiative. No sooner than 24 months after the award date or the date in which NVTC is closed or there are no individuals that reside there that are interested in that particular housing option; individuals from other Training Centers, whose locality of origin was Northern Virginia, shall receive priority in terms of occupying these homes. If after 24 months there are no individuals in the Target Population or at other Training Centers that are interested in the housing made available via RFP, the housing can be occupied by individuals in the community with a Developmental Disability.
- e. Housing shall comply with all applicable local and state codes (e.g., building, zoning, etc.).
- f. Housing will be:
  1. Located in communities and within areas of the development which do not have a high concentration of disability specific housing (i.e., more than 25% of the total unit count), and
  2. Integrated and part of the larger community.
- g. Offerors shall be knowledgeable of the CMS Final Rule for Home and Community Based Services regarding delivering services in the least restrictive environment and have based the design of their proposal on those standards.
- h. Housing must be dedicated to individuals with incomes between zero and 30% AMI and the rent or mortgage may not exceed 30% of the household's adjusted gross income.
- i. Integrated Independent Housing shall be based on best practices and align with the values outlined on pages 5 and 6 of this RFP.

## 2. Integrated Day Activities

- a. Offerors shall provide integrated day activities for individuals who will reside in the integrated independent housing created in connection with this RFP Response.
- b. Integrated day activities shall be based on best practices and align with the values outlined on pages 5 and 6 of this RFP.

Offerors shall be knowledgeable of the CMS Final Rule for Home and Community Based Services regarding delivering services in the least restrictive environment and have based the design of their proposal on those standards

## 5. **PROPOSAL PREPARTION AND SUBMISSION INSTRUCTIONS**

In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and five (5) copies plus one (1) complete electronic copy must be submitted to the DBHDS in PDF format. The Offeror shall make no other distribution of the proposal. In addition, the Offeror shall submit one (1) redacted (proprietary and confidential information removed) electronic copy in PDF format of their Technical and Cost Proposal.

### General Instructions

- 5.1.1 Proposals shall be submitted in accordance with the following instructions. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
- 5.1.2 Proposals should be clear and concise, providing straightforward concepts so that the DBHDS evaluators may properly assess your capabilities to perform the services.
- 5.1.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
- 5.1.4 The proposals should be typed, bound, single-spaced with an 11-point font on 8 1/2" x 11" paper with 1" margins, page-numbered, and printed on one side only. It shall be acceptable for Offerors to use a larger font size for section headings or a smaller font size for footers, tables, graphics, exhibits, or similar sections. Larger graphics, exhibits, organization charts, and network diagrams may be printed on larger paper as a foldout

if 8 ½" x 11" paper is not practical. Each copy of the Technical Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. Each original of the proposal should be bound in single volumes. Each copy shall be bound separately.

5.1.5 As used in this RFP, the terms "must", "shall", "should" and "may" identify criticality or requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors' proposal.

5.1.6 Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DBHDS, may result in rejection of the proposal.

## 5.2 Oral Presentations

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but to in no way change the Offeror's original proposal. At the sole discretion of DBHDS, oral presentations may be via a telephone conference call. Oral presentations are an option of the agency and may or may not be conducted.

## 5.3 Specific Instructions

Offerors are required to submit the following items as part of their complete proposal. Missing information will deem the proposal nonresponsive.

5.3.1 Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

5.3.2 Executive Summary



The Executive Summary Chapter shall highlight the Offeror's:

- a. Understanding of the project requirements.
- b. Qualifications and Experience to serve as Contractor for the project.
- c. Overall Approach to the project and a summary of the contents of the proposal.

5.3.2.1 Corporate Qualification and Experience

a. Organization Status:

1. The name of the Project Director for the Virginia contract and the amount of time the Project Director shall be dedicated to this project, initially as well as ongoing, if awarded;
2. The names, addresses, and telephone numbers of firm, any teaming partners and the principal officers of each company (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers);
3. The name of the parent organization and major subsidiaries;
4. The organization's major business services;
5. Any specific licenses, certifications, or accreditation held by the Offeror.

b. Corporate Experience:

1. The Offeror's overall qualifications to carry out a project of this nature and scope;
2. The Offeror's knowledge of and experience assessing the services and support needs of ID and DD populations;
3. Any other related experience the Offeror thinks is relevant for consideration by DBHDS;
4. The Offeror shall indicate whether the Offeror has had a contract terminated, for any reason, within the last 5 years, and explain the reason; and
5. The Offeror also shall indicate if a claim was made on a payment or performance bond. If so, the Offeror shall submit full details of the termination and the bonds including the other party's name, address.

5.4. Volume I – Technical Proposal

The Offeror shall fully describe how it intends to meet all Technical Proposal requirements listed in this RFP. DBHDS does not want a "re-write" of the RFP requirements. Specifically, the Offeror shall describe in detail the approach it will use to perform each of the required tasks, and shall include:

1. A detailed narrative demonstrating their understanding of the integrated housing and integrated day support requirements of this RFP.
2. A detailed narrative describing the proposed project in which funds are being requested.
3. A narrative outlining how it intends to provide or make available integrated day support services.
4. A detailed implementation timeline demonstrating the Offerors ability to initiate the provision of housing and services by June 15, 2015.

5.5 Volume II – Cost Proposal

The Offeror shall provide a full cost proposal detailing how the requested funds will be utilized. Offeror is expected to leverage resources from other organizations and/or

funding sources. Offerors must provide detailed sources and uses budget information relating to funding requested in relationship to this RFP and additional resources leveraged as part of their proposal.

Offeror must include line items for each of the following:

- 1) Direct Costs (construction, renovations, staff time)
- 2) Overhead (indirect) costs
- 3) General and Administrative Cost
- 4) Profit

#### 5.6 Volume III – Required Forms

Offerors must submit the following forms with their proposals

- 1) Attachment 1 – Contractor Data Sheet
- 2) Attachment 2 – State Corporation Commission Form
- 3) Attachment 3 – Exceptions to RFP
- 4) Attachment 4 – Proprietary/Confidential Information Identification

### 6. **EVALUATION AND AWARD CRITERIA**

**A. Evaluation Criteria:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Qualifications and Experience of Offeror in developing Integrated Independent Housing and providing Integrated Day Activities as described herein.
2. Proposed program model:
  - a. Based on industry best practices
  - b. Level/Percentage of integration
  - c. Sustainability
  - d. Unit and service Delivery Timeframe
3. Cost Proposal and Amount of other resources leveraged;
4. DMBE Certified Small Business Subcontracting Plan.
5. References from other governmental clients, public corporations and/or organizations that support individuals with ID/DD.

**B. Award Criteria:** Selection shall be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by

reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

Proposals will be competitively scored and additional points will be awarded for proposals that offer the greatest level of integration into all aspects of community life, are based on industry best practices and models, leverage outside resources and have located communities that offer a range of options for both housing and day activities. Preference will be given to projects that can be brought online by July 2015 and ensure that the housing remain dedicated and affordable and day activities are supported for the longest period possible.

**7. Multiple Awards**

The Purchasing Agency reserves the right to make multiple awards if, in the sole determination of the Purchasing Agency, it is deemed advantageous to do so to ensure statewide coverage of services or to achieve economy or efficiency in the project.

## GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/Offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/Offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/Offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/Offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**  
**(Insert wording below appropriate to the solicitation type as indicated):**
1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/Offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/Offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/Offeror) to perform the

services/furnish the goods and the (bidder/Offoror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/Offoror's) physical facilities prior to award to satisfy questions regarding the (bidder's/Offoror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/Offoror) fails to satisfy the Commonwealth that such (bidder/Offoror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse

the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/Offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/Offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/Offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/Offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury,



products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> § 8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

**\* When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**\* When Used: Include in all IFB and RFP solicitations.**

- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**\* When Used: This clause shall be included in every contract over \$10,000. If procuring by unsealed solicitation, the Commonwealth's General Terms and Conditions may be incorporated by reference.**

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**\* When Used: This clause shall be included in all solicitations using an Invitation for Bids or Request for Proposal (Code of Virginia, § 2.2-4343.1H).**

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**\* When Used: Include in all solicitations, contracts, and contract renewals. In addition, this General Term and Conditions must be incorporated or incorporated by reference in all purchase orders issued by state agencies and institutions except for the procurement types which are excluded in section 14.9.**

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses

are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/Offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions will be incorporated into any contract awarded through the solicitation for Integrated Housing and Integrated Day Support Services.

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
  - a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
  - b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable

30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (one year)/(4 successive one year periods) under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

a. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the \_\_\_\_\_. (This will be filled in at time of award)

6. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Bidder/Offeror Due Date Time

\_\_\_\_\_  
Street or Box Number IFB No./RFP No.

\_\_\_\_\_  
City, State, Zip Code IFB/RFP Title

DMBE-certified Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

7. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature

furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

8. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of \$1,000,000 or 3 times the amount of money paid to the contractor under this contract during the twelve month period preceding the event or circumstance giving rise to such liability. The contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
9. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
  - A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/Offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
  - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
10. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

**\* When Used: Must be used in all solicitations for construction which exceed \$100,000, but may be for construction, goods and services for less than \$100,000.** (Forms may be downloaded from the DGS/Division of Engineering & Buildings web site, <http://deb.dgs.state.va.us/BCOM/>).

11. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: N/A. No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

12. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
15. **CONTINUITY OF SERVICES:**
  - a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
16. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the



Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

17. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

## APPENDIX A- DEFINITIONS

### Key Definitions

**Area Median Income-** Each year, the federal government calculates the median income for communities across the country to use as guidelines for federal housing programs. Area median incomes (AMI) are therefore set according to family size and vary region by region.

**CMS Final Rule-** Rule issued by the Centers for Medicare & Medicaid Services (CMS) to ensure that Medicaid's home and community-based services programs provide full access to the benefits of community living and offer services in the most integrated settings. The rule, as part of the Affordable Care Act, supports the Department of Health and Human Services' Community Living Initiative. The initiative was launched in 2009 to develop and implement innovative strategies to increase opportunities for Americans with disabilities and older adults to enjoy meaningful community living.

**Developmental Disability-** is an umbrella term that includes intellectual disability but also includes other disabilities that are apparent during childhood. Developmental disabilities are severe chronic disabilities that can be cognitive or physical or both. The disabilities appear before the age of 22 and are likely to be lifelong. Some developmental disabilities are largely physical issues, such as cerebral palsy or epilepsy. An *intellectual disability* encompasses the "cognitive" part of this definition, that is, a disability that is broadly related to and characterized by significant limitations both in intellectual functioning (reasoning, learning, problem solving) and in adaptive behavior, which covers a range of everyday social and practical skills. This disability originates before the age of 18.

**Integrated Day Activities-** activities that are directed by the person and their person centered plan, that support the abilities and skills necessary to access typical activities and functions of community life such as those chosen by the general population, including community education or training, retirement, recreation, and volunteer activities. Integrated day activities provide a wide variety of opportunities to facilitate and build relationships and natural supports in the community, while utilizing the community as a learning environment. These activities are conducted at naturally occurring times and in a variety of natural settings in which the person actively interacts with non-disabled individuals (other than those paid to support the person). The activities enhance the person's involvement with the community and facilitate the development of natural supports.

These services take place in nonresidential settings, separate from the individual's home. Integrated day activities must be provided in the least restrictive and most integrated settings according to the individual's person-centered plan and individual choice. In order for an activity to qualify under integrated day activities it must include all three of the following:

- The activity must be in the community; and

- Facilitate the development of a meaningful relationship with non-disabled community members; and
- Facilitate inclusion in the community (provided with no more than three peers ; 1 staff to 3 individuals with disabilities, preference being 1:1)

Additionally one of the following conditions must be met:

- Discovery of potential personal community interests; or
- Career Exploration activities that are not job development; or
- Supports to assist older adults in participating in meaningful retirement activities in their communities (e.g., support to participate in hobbies, clubs and/or other senior related activities in their communities); or
- Participation in community volunteer opportunities, community recreation or education programs in integrated settings; or
- Support to make and strengthen community connections; or
- Safety supports to ensure the individual's health and safety.

Please see Appendix B for illustrative examples of individuals living in integrated independent housing and participating in integrated day activities.

***Integrated Independent Housing-*** is housing that is:

- integrated into the community (i.e., offers the full participation in community life);
- affordable to an individual with a Developmental Disability (i.e., the individual pays no more than 30% of their adjusted gross income towards the rent or mortgage);
- accessible (i.e., units that are barrier free and meet the needs of an individual with a physical disability); and
- leased or owned by the individual or a group of individuals with a developmental disability.

In essence, the individual/tenant will have access to any support services that they need to be successful in their own home; however their decision regarding who provides their support services is a separate and distinct decision from where they can live and for how long they can live there.

Please see Appendix B for illustrative examples of individuals living in integrated independent housing and participating in integrated day activities.

APPENDIX B  
ILLUSTRATIVE EXAMPLES OF INTEGRATED INDEPENDENT HOUSING AND INDIVIDUALS  
PARTICIPATING IN INTEGRATED DAY ACTIVITIES

***Illustrative Example A: Robert and Scott***

Robert and Scott have been friends for about 10 years and they both decide that it would be a great idea for them to live in an apartment together. For the past five years, they have lived in their apartment and they both love it because it is in close proximity to Robert's church and literally around the corner from the book club that Scott joined after they first moved there.

Their apartment community is composed of individuals and families with varying backgrounds and incomes (e.g., working professionals, seniors on fixed incomes and newlyweds) and their unit is interspersed within the community so that there is no distinction between their unit and a unit occupied by another individual or family. Robert and Scott's unit incorporates the latest energy efficient features (i.e., meets Earth Craft standards) and it exceeds universal design standards. Within the unit there is extra storage space that allows them to store their mobility equipment that makes it easy for both of them to enjoy the many amenities that their apartment community offers (e.g., community room/game room, fire pit and etc. Robert spends a good bit of his time volunteering at the local food bank as a greeter, while Scott typically hangs out in the community room watching cooking shows on the Food network. Both Robert and Scott enjoy their home and the company that they provide to each other; however they particularly love the fact that they have the ability to choose their own activities on a daily basis.

***Illustrative Example B: Wanda, Renee and Becky***

Billy and Amber's middle child Wanda was born with a developmental disability. After graduating high school, Wanda struggled with minor behavior and health issues, so Billy and Amber discovered that they were no longer able to care for her and moved her into a group home when she turned 21 years old. While living in the congregate setting Wanda was very unhappy and continued to act out and display behavioral challenges. Her medical issues continued as well. After talking with Wanda's Support Coordinator they discovered that her behavior issues stemmed from a desire for more independence, so as a result Wanda's parents decided to purchase a home in which they rented to Wanda, her sister Becky and her best friend, Renee, from high school.

Wanda's sister Becky provides some informal supports to both Wanda and Renee, so her rent is slightly reduced. Wanda and Renee pay 30% of their income towards rent and Becky pays 25% of her income towards rent which combined covers the mortgage, taxes, insurance, utilities, repairs and a maintenance reserve.

Wanda loves volleyball, so she volunteers at her former high school during the week and home games. Becky works part-time and is enrolled at the local community college. Renee loves nature so she works at local nature center located in a park just down the street from their home.

Appendix C  
Information regarding the Settlement Agreement between the Commonwealth and the U. S.  
Department of Justice

In August 2008, U. S. Department of Justice (DOJ) initiated an investigation of Central Virginia Training Center (CVTC) pursuant to the Civil Rights of Institutionalized Persons Act (CRIPA). In April 2010, DOJ notified the Commonwealth that it was expanding its investigation to focus on Virginia's compliance with the Americans with Disabilities Act (ADA) and the U.S. Supreme Court Olmstead ruling. The Olmstead decision requires that individuals be served in the most integrated settings appropriate to meet their needs consistent with their choice. In February 2011, DOJ submitted a findings letter to Virginia, concluding that the Commonwealth fails to provide services to individuals with intellectual and developmental disabilities in the most integrated setting appropriate to their needs.

In March 2011, upon advice and counsel from the Office of the Attorney General, Virginia entered into negotiations with DOJ in an effort to reach a settlement without subjecting the Commonwealth to an extremely costly and lengthy court battle with the federal government. On January 26, 2012, Virginia and DOJ reached a settlement agreement. The agreement resolves DOJ's investigation of Virginia's training centers and community programs and the Commonwealth's compliance with the ADA and Olmstead with respect to individuals with intellectual and developmental disabilities. For additional information regarding the DOJ Settlement Agreement, please use the following web link:

<http://www.dbhds.virginia.gov/individuals-and-families/developmental-disabilities/doj-settlement-agreement>

Appendix D  
Information Regarding CMS Final Rule for Home and Community Based Services

On January 10, 2014, The Centers for Medicaid and Medicare (CMS) issue a final rule regarding Home and Community Based Services (HCBS) also known as waiver. In the CMS rule states are directed to to develop a plan within the next five years to ensure persons with ID/DD are supported in the living communities the same as any other citizen. The successful proposal will be one which can be incorporated into the ID/DD waiver services in Virginia. For additional information regarding the CMS Final Rule for Home and Community Based Services, please use the following web link: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Long-Term-Services-and-Supports/Home-and-Community-Based-Services/Home-and-Community-Based-Services.html>

**Attachment 1 – Small Business Plan**  
**SMALL BUSINESS SUBCONTRACTING PLAN**

**Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

☐ Small Business  
☐ Small and Women-owned Business  
☐ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**



**ATTACHMENT 2  
CONTRACTOR DATA SHEET**

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_years \_\_\_\_\_months.
3. REFERENCES: Offerors shall provide a list of at least four recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION  
TELEPHONE

ADDRESS

CONTACT PERSON

- a.) \_\_\_\_\_
- b.) \_\_\_\_\_
- c.) \_\_\_\_\_
- d.) \_\_\_\_\_

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

\_\_\_\_\_  
\_\_\_\_\_

5. Are you a subsidiary firm: \_\_\_YES \_\_\_NO If yes, list the name and location of your parent affiliation:

\_\_\_\_\_

6. Name and title of firm's official to who further communication should be directed:

\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE**

### ATTACHMENT 3

#### State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The Offeror:**

- ☐ Is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- ☐ Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ Is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the box at the end of this paragraph if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**

## EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the Terms and Conditions of this RFP and any amendments as issued without exception. In addition, Offerors should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Name of Firm/Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**

## ATTACHMENT 5

### PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: \_\_\_\_\_, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on \_\_\_\_\_ (Date).

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**